

No. 14/13/87-6Lab./1050.--In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the dispute between the workman and the management of M/s The Majri Co-operative Credit and Service Society Ltd. versus Balvinder Singh.

IN THE COURT OF SHRI S.R. BANSAL (ADDL. DISTT. & SESSIONS JUDGE)
PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 38 of 1994

SHRI BALVINDER SINGH SON OF SHRI BABU SINGH, VILLAGE MAJRI,
TEHSIL GUHLA, DISTRICT KAITHAL : Workman

and

THE MAJRI COOPERATIVE CREDIT AND SERVICE SOCIETY LTD.,
MAJRI, TEHSIL GUHLA, DISTRICT KAITHAL : Management

Present :

WR Shri A.K. Sardana
None for the management.

AWARD

In exercise of the powers conferred under sub-section 1 of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between the workman Shri Balvinder Singh and the management The Majri Cooperative Credit and Service Society Ltd., Majri, Tehsil Guhla, District Kaithal to this court for adjudication,—vide Haryana Government Notification bearing No. 9068--73, dated the 8th March, 1994 :—

Whether the termination of the services of Shri Balvinder Singh is valid and justified ? If not so, to what relief is he entitled ?

The workman raised an industrial dispute by serving a demand notice dated the 26th May, 1993 under section 2-A of the Act. The conciliation proceedings are taken up by the Labour Officer-cum-Conciliation Officer. The same having failed, the appropriate Government made the above mentioned reference.

On receipt of the reference notices were issued to the workman as well as the management. The workman appeared and submitted his claim statement dated 3rd August, 1994 in which he took up that he joined the job of peon-cum-chowkidar with effect from 9th April, 1985 appointed,—vide resolution No. 3 dated 8th April, 1985. It is alleged that on 29th March, 1993 the secretary of the management-society told the workman that he is no more of the service of the society since his resignation dated 15th February, 1992 has been accepted with effect from 5th March, 1992. It is alleged that before joining the service the

management had obtained the signatures of the workman on blank paper in the month of January, 1992 and the alleged termination letter was typed on that paper. The workman, therefore, demanded his reinstatement with continuity of service and back period wages.

The management stood served and Shri Sat Pal, Manager of the secretary appeared. The workman submitted his claim statement and the case was adjourned for 22nd September, 1994 for filing of written statement. On which date none appeared on behalf of the management and vide order of the said date the ex-parte proceedings were taken against the management.

In his ex parte evidence Balvinder Singh, workman appeared as WW-1 and stated that he was appointed as Peon-cum-Chowkidar,--vide resolution dated 8th April, 1985 on a salary of Rs. 300 which was later enhanced Rs. 900 per month. He maintained that his signatures were obtained on the blank paper which was turned into his resignation letter and his services were terminated on 29th March, 1993 saying that his resignation stands accepted from 5th March, 1992. He also stated that no prior notice was given nor any retrenchment compensation was paid.

The evidence led by the workman has remained unrebutted and it is proved on the file from the statement of the workman that the workman has rendered more than 240 days of service in a period proceeding twelve months and no prior notice was given to him nor any retrenchment compensation was paid. The termination of the services of workman is, therefore, illegal. He is, therefore, entitled to reinstatement with continuity of service and back wages.

The reference stands answered accordingly.

S.R. BANSAL,

The 10th November, 1994.

Addl. Distt. & Sessions Judge,
Presiding Officer, Labour Court, Ambala.

Endorsement No. 1796, dated the 15th November, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S.R. BANSAL,

Addl. Distt. & Sessions Judge,
Presiding Officer, Labour Court, Ambala.

No. 14/13/87-6Lab./1055.--In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the

dispute between the workman and the management of M/s Hind Fertilizer and Chemical Industries (P) Ltd. Rukri versus Mukhtiar Singh.

IN THE COURT OF SHRI S.R. BANSAL (ADDL. DISTT. & SESSIONS JUDGE)
PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 401 of 1988 .Workman
New : 138 of 93
between

SHRI MUKHTIAR SINGH, THROUGH SHRI B.S. SAINI,
8/2, CONVEY PARK, AMBALA CANTT

and

M/S HIND FERTILIZER AND CHEMICAL INDUSTRIES PVT. LTD.
RUKRI, DISTT. AMBALA

.. Management

Present :

WR. Shri B.S. Saini.

MR. Shri P.S. Sharma.

AWARD

In exercise of the powers conferred by clause (c) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between the workman Shri Mukhtiar Singh and the management M/s Hind Fertilizer and Chemical Industries Pvt. Ltd., Rukri, District Ambala to this court for adjudication,--vide Haryana Government notification bearing No. 40542--46, dated the 7th September, 1988 :--

"Whether the services of Shri Mukhtiar Singh has been terminated or he himself lost the lien by absenteeism ? If so, to what relief is he entitled ?"

The workman submitted a demand notice dated the 11th May, 1988 under section 2-A of the Act. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation Officer. The same having failed, the appropriate Government made the above mentioned reference.

On receipt of the reference notices were issued to the workman as well as to the management. The workman appeared and submitted his claim statement dated 21st December, 1988. It was pleaded that the workman was employed as chowkidar by the management with effect from 1st February, 1985 on a monthly wages of Rs. 575. The management terminated his services with effect from 1st May, 1988. The workman has alleged that the termination of services is illegal. He, therefore, demanded his reinstatement with continuity of service and back wages.

The management pleaded that the workman joined its service with effect from July, 1986 as chowkidar and that his services were never terminated. As a matter of fact the factory was closed as there was no work in the factory and costly material/articles were lying in the factory. Some articles were stolen from the premises of the factory on account of which the workman was asked,--vide letter dated the 30th April, 1988 to furnish a guarantee but the workman did not turn up thereafter and as such abandoned his job wilfully.

The workman submitted replication dated the 30th June, 1989 controverting the allegations of the management in the written statement filed and reiterated those made in the claim statement. On the pleadings of the parties the following issues were framed,—vide order dated the 30th June, 1989 by Shri S.D.. Anand, one of my learned predecessor :—

- (1) Whether the services of the workman were terminated or he had relinquished the lien by absence ? OPP.
- (2) If issue No. 1 is disposed of in favour of the workman, whether the impugned termination of services of the workman is invalid ? OPW
- (3) Whether the workman is astopped by his act and conduct from filing the claim petition ? OPM
- (4) Relief.

The workman Shri Mukhtiar Singh appeared as WW-I and supported all the allegations made by him in the claim statement. In rebuttal the management produced MW-I Shri Suresh Chand Sharma who stated that the services of the workman were never terminated. Rather he was asked to furnish the guarantee but the workman never furnished the guarantee nor he ever came present thereafter. He also stated that the workman voluntarily left the job after settling his accounts,—vide receipt Ex. R-I. MW-2 Pardeep Kumar stated that Ex. R-I was written by the workman himself in his presence.

I have heard the representatives of the parties. My issuewise findings are as under :—

Issue No. 1 and 2

Both these issues are inter-linked and are taken up together.

It is not disputed that the workman rendered more than 240 days of service continuously in a period preceding twelve months. It is also not disputed that no enquiry was conducted against the workman nor any prior notice was given. Further it is also not disputed that no retrenchment compensation was paid. The stand taken by the management is that the services of the workman were never terminated and that the workman himself wilfully abandoned his job. The management has produced MW-2 Pardeep Kumar who stated that Ex.R-I was written by the workman himself who told him that he is no longer interested to serve with the management. Ex. R-1 was never put to the workman during cross-examination when he appeared as WW-I. Similarly Ex. R-I was not produced before Labour Officer-cum-Conciliation Officer. The stand of the management regarding the abandonment of service stands falsifies from the demand notice dated 11th May, 1988 which was served merely after ten days of the termination of his services. The question of abandonment of service therefore does not arise. Moreover the management did not make any offer to the workman to take him back into service during conciliation proceedings. The plea raised is that of abandonment whereas the evidence led is that the workman settled his account and executed receipt Ex. R-1 and left the job. Even in case of abandonment or the absence of workman it was mandatory for the management to hold enquiry against the workman. Moreover the alleged abandonment in this case is simple discharge and

therefore retrenchment compensation was required to be paid. There are two references pending in this court one by the present workman and another by Shri Baru Ram. It is admitted by MW-2 Pardeep Kumar that the ink in Ex-R-I in each case is different. During cross-examination he stated that the handwriting of Ex. R-1 in each case appears to be different. MW-I Suresh Chand Sharma states that workman in each case did come to him and but MW-2 Pardeep Kumar stated that he took both the workmen to Shri Suresh Kumar Sharma. The statement of workman is categorical which shows that his services were terminated on 1st May, 1988. It is also proved on the file that the workman never relinquished the lien by his absence. No enquiry was admittedly conducted nor any retrenchment compensation was paid. The termination of the services of workman is, therefore, illegal and his is entitled to reinstatement with continuity of service and back wages. The finding on both these issues is, therefore, returned in favour of the workman and against the management.

Issue No. 3

The management has not argued this issue and as such the finding is returned against the management.

Relief

In the end, the workman is held entitled to reinstatement with continuity of service and back wages.

The reference stands answered accordingly.

S.R. BANSAL,

The 23rd November, 1994 Additional District and Sessions Judge,
Presiding Officer, Labour Court, Ambala.

Endorsement No. 1849, dated the 25th November, 1994

Forward (four copies) to the Financial Commissioner and Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Dispute Act, 1947.

S.R. BANSAL,
Additional District and Sessions Judge,
Presiding Officer, Labour Court, Ambala.

No. 14/13/87-6Lab./1044.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the dispute between the workman and the management of M/s The Management of the Executive Engineer Haryana State Agriculture Marketing Board, Kurukshetra versus Krishan Lal.

IN THE COURT OF SHRI S.R. BANSAL (ADDL. DISTT. & SESSIONS JUDGE)
PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 12 of 1994

between

SHRI KRISHAN LAL, S/O SHRI SULTAN SINGH, VILLAGE MUNIARPUR,
P.O. MATHANA, TEH. THANESAR, DISTT. KURUKSHETRA

and

THE EXECUTIVE ENGINEER, HARYANA STATE AGRICULTURE MARKETING
BOARD, KURUKSHETRA. NEW GRAIN MANDI PIPLI, DISTT. KURUKSHETRA

Present :

WR. Shri Jasmer Chand, Adv.

None for the management.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between the workman Krishan Lal and the management the Executive Engineer, Haryana State Agriculture Marketing Board, Kurukshetra, New Grain Mandi. Pipli, Distt. Kurukshetra to this court for adjudication, --vide Haryana Government notification No. 2208--12, dated 25th January, 1994 :--

Whether the termination of services of Shri Krishan Lal is valid and justified ? If not so, to what relief is he entitled ?

The workman raised industrial dispute by serving a demand notice dated 21st July, 1993 under section 2(A) of the Industrial Disputes Act, 1947. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation Officer. The same having been failed, the appropriate Government made the above mentioned reference to this court for adjudication.

On receipt of the reference notices were issued to the workman as well as to the management. Workman appeared and filed his claim statement. The management appeared through JE and the case was adjourned to 26th April, 1994 for filing of claim statement. None appeared on behalf of the management on 26th April, 1994. Accordingly *ex parte* proceedings were ordered against the management.

In his *ex parte* evidence workman stated that he joined the services of the management on 3rd September, 1991 as Work Charge and continued working there till 12th July, 1993 and his services were terminated with effect from 13th July, 1993. He was also not paid salary from 1st June, 1993 to 12th July, 1993. He stated that no prior notice was issued to him nor any retrenchment compensation was paid. He lastly stated that he is unemployed till the date of termination of his services. He also stated that new person has also been recruited in his place. From the unrebutted evidence the workman stated that he has rendered

more than 240 days in a period preceding 12 months of his termination. He demanded that he is entitled to reinstatement with continuity of service and back wages. I order accordingly. The reference stand answered accordingly.

The 8th November, 1994.

S.R. BANSAL,
Addl. Distt & Sessions Judge,
Presiding Officer, Labour Court,
Ambala.

Endst. No. 1797, Ambala City, dated the 15th November, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S.R. BANSAL,
Addl. Distt. & Sessions Judge,
Presiding Officer, Labour Court,
Ambala.

The 3rd January, 1995

No. 14/13/87-6Lab/1100.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar in respect of the dispute between the workman and the management of M/s. Hisar Distt. Central Coop. Bank Ltd., Hisar versus Satyabir Singh.

BEFORE SHRI B.R. VOHRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HISAR

Reference No. 480 of 90

Date of receipt : 25th January, 1989
Date of decision : 1st December, 1994.

SHRI SATYABIR SINGH, S/O HAR SAWRUP,
VILLAGE BHATOL JATAN, TEH. HANSI, DISTT. HISAR

versus .. Applicant

M/S HISAR DISTRICT CENTRAL COOP. BANK LTD. HISAR

.. Respondent Management

Present :

Shri S.S. Gupta, for the workman.

Shri B.D. Mehta, for the management.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short, the

'Act') the Governor of Haryana referred the following dispute between Satyabir Singh and the above mentioned management for adjudication to this Court,--vide Labour Department letter No. Hsr/12-89/3264--67, dated 20th January, 1989 :-

"Whether the termination of services of Satyabir Singh is justified and in order ? If not, to what relief is he entitled ?

2. According to the workman, he had been working as Secretary of the societies since 15th May, 1975 and his work and conduct had been satisfactory. However, a charge sheet was served upon him on 2nd June, 1987 when he was working as Secretary at Puthi Saman and Khanda Kheri Societies. According to him, he gave reply thereto, denying the charges but it was followed by domestic enquiry. According to him, the Enquiry Officer was not aware of the procedure to be adopted in a domestic enquiry and he was not afforded due opportunity to defend himself. He claimed that the enquiry was conducted against him in violation of principles of natural justice. Subsequently, his services were terminated,--vide order dated 28th September, 1988. Claiming the said termination order to be illegal, the workman has prayed for reinstatement with full back wages and other consequential benefits.

3. The management, in its written statement, claimed that the workman had committed embezzlement of various amounts as mentioned in the written statement while working as Secretary of the aforementioned societies and it was stated that the enquiry conducted against him was perfectly legal and there had been no violation of principle of natural justice. The Enquiry Officer found the workman guilty of the charges and after giving him second show cause notice, the workman was rightly dismissed from service.

4. On the pleadings of the parties, the following issues were framed on 22nd January, 1990 by the then Presiding Officer, Labour Court, Rohtak :-

- (1) Whether the domestic enquiry held by the respondent is fair and proper ?
- (2) As per terms of reference.

5. Issue No. 1, regarding domestic enquiry was treated as preliminary issue. The parties led evidence on preliminary issue. I have heard Shri S.S. Gupta, A.R. of the workman and Shri B.D. Mehta, A.R. of the management and have gone through the case file. My findings on preliminary issue are as under :-

Issue No. 1:

6. The management examined Sh. Alok Nath Verma, Enquiry Officer as MW-1 and he deposed that after he was appointed as Enquiry Officer, he issued notices to the workman and the copies thereof are Ex. M-6 and Ex. M-7. He testified the proceedings of the enquiry as Ex. M-9 to Ex. M-11 and his enquiry report as Ex. M-8. He also claimed that he conducted the enquiry after going through the original record. He also stated that the workman had deposited the amounts embezzled by him on three occasions.

7. Satbir Singh workman appeared as WW-1 and he deposed that the statements of witnesses were not recorded by the Enquiry Officer in his presence and that he was not allowed to cross examine them. He also stated that no details of prosecution witnesses were provided to him before the start of the enquiry. In his cross-examination, he denied his signatures on Ex. M-24, his alleged statement and claimed that even charge-sheet was not received by him. He also denied having received any notice from Enquiry Officer and denied his signatures on Ex. M-25 and Ex. M-26.

8. A perusal of the enquiry report Ex. M-8, would show that according to the Enquiry Officer, Satbir Singh, workman attended the enquiry on 19th September, 1987 and 25th January, 1988 and that he had recorded his statements, which he attached alongwith his enquiry report. The copies of the said statements are Ex. M-25 and Ex. M-26 respectively. (Wrongly mentioned by the Reader as Ex. W-2 and Ex. W-3 and they have been now corrected as Ex. M-25 and Ex. M-26 respectivley). Ex. M-12 is the copy of the statement allegedly made by the workman before the Enquiry Officer and in this statement, the workman had allegedly admitted having deposited the amounts embezzled and he has prayed that since no amount was due from him to the society, he be discharged. On all these three important documents, the workman has denied his signatures. The management sought permission to produce hand-writing expert to prove signatures of the workman on these documents, but the management failed to the produce the handwriting expert.

9. A perusal of the enquiry report would show that the Enquiry Officer has attached copies of relevant record as Ex.M-15 to Ex.M-23. Out of these documents, Ex.M-16, Ex.M-20 and Ex.M-23 contain the signatures of the workman, who had signed these books of accounts in the discharge of his duties as Secretary and when these signatures are compared with the disputed signatures on the originals of Ex.M-24 to Ex.M-26, it would be evident even to the naked eye that they are of one and the same person. It appears that the workman had attempted to disguise his signatures right from the day of raising demand notice, obviously, for the reason that he very well know having made statements on 28th January, 1988 before the Enquiry Officer, admiting the embezzlement and having deposited the embezzled amount, but this attempt to disguise his signatures, is quite discernible, when the signatures of the workman on the books of account of the society, are compared vis-a-vis the disputed signatures on Ex.M-24 to Ex.M-26. I am, therefore, of the opinion that the workman has supressed the truth, when he denied his signatures on the originals of Ex.M-24 to Ex.M-26 and such attempt made by the workman, has to be deprecated.

10. Once the documents Ex.M-24 to Ex.M-26 are held to be signed by the workman, it stands established that he participated in the enquiry and he admitted before the Enquiry Officer, having not only embezzled the 3 amounts, but having deposited the said amounts with the concerned authorities. It, therefore, can not be said that there was violation of principle of natural justice.

11. In the wake of this discussion, I hold that the enquiry conducted in this case, was just and fair. The preliminary issue, is, therefore, answered in favour of the management.

12. Since the workman had been dismissed from service after holding just and fair domestic enquiry, the dismissal of the workman does not amount to retrenchment as defined in Section 2(oo) of the Act and since the workman was guilty of embezzlement, it can not be said that the penalty of dismissal was, in any way, harsh or dis-proportionate to the proved charges and the workman is not entitled to any leniency in the matter of punishment awarded to him. I, therefore, hold that the dismissal of the workman was justified and in order and he is not entitled to any relief. The reference is answered accordingly, with no order as to costs.

The 1st December, 1994.

B.R. VOHRA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Hisar.

Endst. No.

Dated

A copy, with spare copy, is forwarded to the Financial Commissioner, and Secretary to Government Haryana, Labour and Employment Department, Chandigarh for necessary action.

B.R. VOHRA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Hisar.

No. 14/13/87-6Lab./1103.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar in respect of the dispute between the workman and the management of M/s. Bhiwani Textile Mills, Bhiwani versus Balwan Singh.

BEFORE SHRI B.R. VOHRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HISAR.

Reference No. 597 of 90

Date of receipt : 10th November, 1989
Date of decision : 1st December, 1994

between

SHRI BALWAN SINGH S/O UDEY SINGH, C/O MAZDOOR SABHA
(AITUC) OFFICE, 43, LABOUR COLONY, BHIWANI.

versus

M/S BHIWANI TEXTILE MILLS, BHIWANI.

Present :

Shri Surender Kumar, for the workman.

Shri M.M. Kaushal, for the management.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (for short, 'the Act'), the Governor of Haryana referred the following dispute between Balwan Singh and the above mentioned management for adjudication to this Court,- vide Labour Department letter No. Bwn/214-89/49966--71, dated 7th November, 1989 :-

Whether termination of services of Balwan Singh is justified and in order ? If not, to what relief is he entitled ?

2. According to the workman, he was appointed as a Peon by the management on 1st December, 1987 and that his services were terminated on 26th April, 1989 orally without giving him any notice and without paying him any retrenchment compensation, and according to the workman, since he had completed more than 240 days service, the termination of his services amounted to "retrenchment" being in violation of Section 25-F of the Act. He, therefore, prayed for reinstatement with full back wages and other consequential benefits.

3. The management, in its written statement, raised the preliminary objection that the applicant was never employed by the management. It was, therefore, stated that there was no relationship of "master and servant" between the parties and that this Court has no jurisdiction to adjudicate upon the matter. It was also stated that during conciliation proceedings, the applicant was asked to produce attendance cards or wage slips or leave book, issued by the management to its employees, but he failed to do so. It was, therefore, stated that the applicant was not workman. He could not file the claim in dispute.

4. On the pleadings of the parties, the following issues were framed on 20th February, 1991 by my learned predecessor :-

- (1) As per terms of reference.
- (2) Whether the claim petition is not maintainable in view of preliminary objections No. 1 to 3 ?
- (3) Relief.

5. The parties led evidence in support of their rival claims. I have heard Shri Surender Kumar A.R. for the workman and Shri M.M. Kaushal, A.R. of the management and have gone through the case file. My findings on the above issues are as under :-

Issue No.

6. The applicant appeared as WW-1 and stated that he was appointed by the management as a Peon on 1st December, 1987 and that his services were terminated on 26th April, 1989 without serving him any notice and without paying him any retrenchment compensation. He however, admitted in his cross-examination that the management did not issue him any attendance cards, wage slips or leave book. He also admitted that no token number was ever issued to him by the management.

7. On behalf of the management, Raj Kumar Sharma was examined and he brought original attendance-cum-wages register for the period

from December, 1987 to April, 1989 and stated that the name of applicant was not recorded therein during the said period. He stated that wage slips and attendance cards were issued to all the workers monthly and that when a new person was recruited, he was issued E.S.I. card and Provident Fund number within 60 days of service. He denied that the documents marked 'A' and 'B' were issued by the management.

8. From the above, it would be evident that right from the conciliation proceedings, it is the stand of the management that the applicant had never been in the employment of the management. The applicant, however, felt contented after making his bald statement on oath, without making any efforts for summoning record of the management to prove that he had been in their employment during the relevant period. On the other hand, such original record viz attendance-cum-wage register was produced by the management and it did not contain the name of the applicant. It is a matter of common knowledge that a new industrial worker is issued E.S.I. card and is allotted Provident Fund number after 60 days of service, but the applicant has failed to produce any such record.

9. As a result of above discussion, I hold that the applicant has failed to prove that he had ever been employed by the management and question of his termination does not arise. The reference is, thus, infructuous and the applicant is not entitled to any relief. The issue is, therefore, decided against the applicant.

Issue No. 2

10. This issue was not pressed by the A.R. of the management and was conceded to by him during arguments. This issue is, thus, decided against the management.

Issue No. 3.—Relief.

11. In view of my findings on the above issues, as the applicant was never employed with the management and thus, there is no question of termination of his services. He is thus not entitled to any relief in this case. The reference is answered accordingly, with no order as to costs.

The 1st December, 1994.

B.R. VOHRA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Hisar.

Endst. No.

A copy, with spare copy, is forwarded to the Financial Commissioner and Secretary to Government Haryana, Labour and Employment Departments, Chandigarh for necessary action.

B.R. VOHRA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Hisar.